

January 25, 1990
seattle/cjs

Introduced by: PAUL BARDEN

Proposed No.: 90-175

ORDINANCE NO. 9304

AN ORDINANCE amending the agreement between King County and the City of Seattle providing for use of King County solid waste disposal facilities, amending Ordinance 7869, and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is authorized to execute the amendment shown in Attachment A hereto to the agreement between King County and the City of Seattle concerning the use of King County solid waste disposal facilities. Ordinance 7869 is hereby amended by Attachment A hereto.

SECTION 2. The Council finds that enactment of this measure is necessary for the protection of public health, welfare and safety of the residents of King County and deems it necessary to enact this ordinance as an emergency effective immediately.

INTRODUCED AND READ for the first time this 29th day of January, 1990.

PASSED this 29th day of January, 1990.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

J. Bradford II
Clerk of the Council

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AMENDMENTS TO DECEMBER 1986 AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF SEATTLE
CONCERNING USE OF
KING COUNTY SOLID WASTE DISPOSAL FACILITIES

The "Agreement Between King County and the City of Seattle Concerning Use of King County Solid Waste Disposal Facilities" executed by King County on December 4, 1986 and the City of Seattle on December 5, 1986 is hereby amended as follows:

A. Amendment to Section 5.1:

Prior to the delivery of solid waste to Cedar Hills under this Agreement, the City shall by ordinance designate the County disposal system for the disposal of all solid waste generated within the corporate limits of the City and authorize the County to designate disposal sites for the disposal of all solid waste generated within the corporate limits of the City, except for solid waste which is eliminated through waste reduction or waste recycling activities which have been coordinated with the County pursuant to Section 5.2. No City solid waste may be diverted from the designated disposal sites, with the exception of types and amounts of solid waste identified in the schedule for diversion and cessation of deliveries that may be provided to the County by the City pursuant to section 6. This designation of the County disposal System shall continue in full force and effect, with the exception of the solid waste identified in the schedule for diversion and cessation of deliveries that may be provided to the County by the City pursuant to section 6, until such time as this Agreement is terminated.

B. Amendment to Section 5.5:

In the event the City fulfills each element of Sections 5.4.1, 5.4.2, and 5.4.3 by October 13, 1990, the County shall pay to the City an amount equal to that portion of rates which are collected by the County and which are dedicated by County ordinance to E/RR funding, (currently \$8.50 per ton) as follows:

- 5.5.1. Amounts collected on all solid waste handled in City transfer stations prior to October 13, 1988, less amounts which have been expended by the County for reasonable planning and administration costs related to an E/RR facility to handle solid waste generated within Seattle.
- 5.5.2. Amounts collected on all solid waste generated within the corporate limits of the city, subsequent to October 12, 1988, plus interest earnings thereon.

~~(Such-p) Payment of the amounts collected pursuant to Section 5.5.1. above (for the period prior to the City's completion of the above enumerated tasks) shall occur within thirty (30) days after the City's completion of the above-enumerated tasks.~~

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Thereafter, the County shall make (said) payments collected pursuant to Section 5.5.2. above (annually by November 1 of each year) to the City within thirty (30) days of the termination of this Agreement; except for that portion of the amount collected pursuant to Section 5.5.2 that has been transferred from the E/RR Fund to the Solid Waste Operating Fund so as to reduce the disposal rate increase for mixed municipal solid waste that would otherwise be implemented pursuant to Sections 4 and 5 of King County Ordinance No. 9271. The parties agree that the amount of such transfer according to the terms set forth herein shall be deducted from the amount which otherwise may become due to the City pursuant to the provisions of Section 5.5.2. The amount so used to offset disposal fee increases for the period February 1, 1990 through December 31, 1992 shall consist of the sum of the following:

- a. The total amount of solid waste delivered to Cedar Hills from City transfer stations after January 31, 1990, multiplied by \$4.50 per ton; and
- b. The total amount of solid waste delivered to Cedar Hills after January 31, 1990 that is generated within the corporate limits of the city, but not delivered from City transfer stations, with the exception of solid waste for which a special waste fee may be charged, multiplied by \$1.75 per ton.

The parties agree that the purpose of these transfers is to offset the rate increases contemplated by Ordinance No. 9271 that otherwise would be adopted for the handling of mixed municipal solid wastes. These offsets shall not be applied to special wastes which may be as defined by County ordinance and which are subject to a special waste fee. It is also the County's intent in the event that the need to handle additional waste streams within the County disposal system arises to establish specific fee classes for these waste streams, which fee classes would not be subject to the rate offsets covered in this Agreement.

C. Amendment to Section 6:

Concurrently with passage of the City resolution contemplated by Section 5.4, the City shall by October 13, 1988, provide written advice to the County of its intent to terminate this Agreement on or before December 31, 1992. Such termination shall become effective only upon (two years) written notice from the City to the County, which shall be delivered to the County on or before December 31, 1991. If such written notice is not given on or before (December 31, 1990) December 31, 1991, this Agreement shall remain in full force and effect according to its terms. Such written notice shall contain a schedule indicating types and amounts of solid waste to be directed to a City Council approved specific site, commencing such deliveries no earlier than six months after receipt by the County of such written notice, and accomplishing the complete cessation of deliveries to Cedar Hills and the termination of this Agreement no later than twelve months after receipt by the County of such written notice. The schedule for directing deliveries of solid waste to a City Council approved specific site

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shall be such that the amount of solid waste diverted from Cedar Hills shall be increased as evenly as is practicable throughout the period covered by the schedule. Reasonable costs resulting from significant deviations from the schedule shall be borne by the City and charged against amounts collected pursuant to Section 5.5.2 of this Agreement. Other than such costs and the amounts described in Section 5.5 above used to offset a disposal fee increase for the period 1990-1992, no other costs or offsets shall be borne by the City in conjunction with its cessation of deliveries to Cedar Hills and the termination of this Agreement.

D. New Section:

In the event the City does not terminate this agreement pursuant to the provisions of Section 6, each party reserves its rights, if any, to raise claims regarding solid waste rates. In the event that the City does terminate this Agreement pursuant to the provisions of Section 6, it hereby waives whatever claims, if any, it may have regarding County solid waste rates in effect on or before February 1, 1990.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date affixed by the signatures of their respective chief executive.

CITY OF SEATTLE

Howard B. Lee
Mayor, City of Seattle

1/31/90
Date

Pursuant to Ordinance
No. 114916
Howard J. Brooks

Attest

KING COUNTY

Jim Hill
King County Executive

2/2/90
Date

Approved by King County Council
pursuant to 9304

J. B. Naylor II
Attest CLERK OF THE COUNCIL

APPROVED as to Form:

Jan Brown
Deputy Prosecuting Attorney
for Norm Maleng, King County
Prosecuting Attorney